

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

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FALLS LAKE NATIONAL INSURANCE
COMPANY,

Plaintiff,

-against-

CIV: 22-cv-1473 (KAM) (PK)

REPLY TO COUNTERCLAIMS

KALNITECH CONSTRUCTION CORP.,
DAVS PARTNERS LLC, STALIN RODRIGO
REYES ESPINOZA and ASK ELECTRICAL
CONTRACTING CORP.,

Defendants,

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Plaintiff, FALLS LAKE NATIONAL INSURANCE COMPANY (“Falls Lake”), by and through its attorneys, MIRANDA SLONE SKLARIN VERVENIOTIS LLP, responds to Defendant, KALNITECH CONSTRUCTION CORP.’s (“Kalnitech”) counterclaims as follows:

AS AND FOR A RESPONSE TO THE FIRST COUNTERCLAIM

1. Falls Lake denies the allegations contained in paragraph 48 of KALNITECH’s Answer.
2. Falls Lake denies the allegations contained in paragraph 49 of KALNITECH’s Answer, and refers the Court to the policy and disclaimer of coverage.
3. Falls Lake denies the allegations contained in paragraph 50 of KALNITECH’s Answer, and refers the Court to the policy and disclaimer of coverage.
4. Falls Lake denies the allegations contained in paragraph 51 of KALNITECH’s Answer, and refers the Court to the policy and disclaimer of coverage.
5. Falls Lake denies the allegations contained in paragraph 52 of KALNITECH’s Answer, and refers the Court to the policy and disclaimer of coverage.

6. Falls Lake denies the allegations contained in paragraph 53 of KALNITECH's Answer, and refers the Court to the policy and disclaimer of coverage.

7. Falls Lake denies the allegations contained in paragraph 54 of KALNITECH's Answer, and refers the Court to the policy and disclaimer of coverage.

8. Falls Lake denies the allegations contained in paragraph 55 of KALNITECH's Answer, and refers the Court to the policy and disclaimer of coverage.

9. Falls Lake denies the allegations contained in paragraph 56 of KALNITECH's Answer, and refers the Court to the policy and disclaimer of coverage.

10. Falls Lake denies the allegations contained in paragraph 57 of KALNITECH's Answer, and refers the Court to the policy and disclaimer of coverage.

11. Falls Lake denies the allegations contained in paragraph 58 of KALNITECH's Answer, and refers the Court to the policy and disclaimer of coverage.

12. Falls Lake denies the allegations contained in paragraph 59 of KALNITECH's Answer, and refers the Court to the policy and disclaimer of coverage.

13. Falls Lake denies the allegations contained in paragraph 60 of KALNITECH's Answer, and refers the Court to the policy and disclaimer of coverage.

14. Falls Lake denies the allegations contained in paragraph 61 of KALNITECH's Answer, and refers the Court to the policy and disclaimer of coverage.

15. Falls Lake denies the allegations contained in paragraph 62 of KALNITECH's Answer, and refers the Court to the policy and disclaimer of coverage.

16. Falls Lake denies the allegations contained in paragraph 63 of KALNITECH's Answer, and refers the Court to the policy and disclaimer of coverage.

17. Falls Lake denies the allegations contained in paragraph 64 of KALNITECH's

Answer, and refers the Court to the policy and disclaimer of coverage.

18. Falls Lake denies the allegations contained in paragraph 65 of KALNITECH's Answer, and refers the Court to the policy and disclaimer of coverage.

WHEREFORE, Plaintiff demands judgment dismissing the Defendant, KALNITECH's counterclaims together with attorney's fees, costs and disbursements.

Dated: Mineola, New York
July 26, 2022

MIRANDA SLONE
SKLARIN VERVENIOTIS
Attorneys for Plaintiff
FALLS LAKE NATIONAL
INSURANCE COMPANY

s/Steven Verveniotis

By: _____

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